

### **UNITED STATES DISTRICT COURT**

NORTHERN DISTRICT OF ILLINOIS 219 SOUTH DEARBORN STREET CHICAGO, ILLINOIS 60604

### REQUEST FOR QUOTE (R.F.Q.) 29 August 2008 20th Floor Intake Area Furniture

The United States District Court for the Northern District of Illinois is seeking quotations for systems furniture and furniture walls for the Chicago Courthouse, located at 219 S. Dearborn St, Chicago, IL 60604. This Request for Quote (R.F.Q.) is for the contractor to demo and re-utilize the current furniture, furnish, receive and install Herman Miller, DIRTT, Workwrite, Mangunson Group, and First Office furniture in the Intake Area of the 20<sup>th</sup> floor. The U.S. District Court is seeking pricing to budget for consideration; there is no guarantee of work. The U.S. District Court currently has Herman Miller Ethoscape furniture located in this area and is going to reuse as much furniture as possible on this project.

### Attached to this R.F.Q. is the following:

- 1. an inventory of the current furniture located in this area. The comprehensive list indicates which parts will be reused in the new layout.
- 2. a layout of the current furniture configuration.
- 3. a layout of the new furniture configuration.
- 4. a list of the Herman Miller parts that will be needed to be supplied and installed
- 5. a description of the DIRTT furniture walls that will be needed to be supplied and installed.
- 6. a list of the Workwrite parts that will be needed to be supplied and installed.
- 7. a list of the Magnuson Group parts that will be needed to be supplied and installed.
- 8. a list of the First Office Furniture parts that will be needed to be supplied and installed.
- 9. a specific installation phasing plan that must be followed.
- 10. a Department of Labor Wage Statement.
- 11. the applicable Federal Acquisition Regulations and the terms and conditions that will apply to this order.

The U.S. District Court will base the award for this work to the lowest price technically acceptable vendor that can meet all of the following requirements:

- 1. Lowest cost, including all fees and installation. Pricing shall include all material, receiving, delivery and labor. Pricing is to be submitted on GSA contract for all furniture needed on this project. Installation shall be quoted on an open market basis.
- 2. Current performance submit references from two current customers who your company has installed at least eight workstations of Herman Miller systems furniture in one installation and two current customers who you

have supplied and installed at least 150 linear feet of DIRTT furniture walls in one installation. In addition, installers used on this project must be Certified DIRTT installers. Please provide the installers names that will be working on this project.

- 3. Ability to guarantee after hours installation work. Please note that the 20<sup>th</sup> floor is a public area that must remain in use from 8am to 5pm, Monday through Friday. Vendors need to assume that all of the furniture will be installed during non-business hours. The phasing of the demo, storage, and installation is critical to this project. The areas cannot be shut down during the business hours. If the furniture is not installed as scheduled, the US District Court will seek to impose penalties against the vendor which may include monetary penalties and possible contract cancellation.
- 4. All installers must have a valid state I.D. to enter the Dirksen Federal Building. Installers will also be required to undergo and pass a background investigation, which will include, but is not limited to a comprehensive criminal background check and fingerprint check. Each installer must come to the courthouse and complete the fingerprint check during normal business hours before starting the project. The US District Court will not pay for the installers time while being fingerprinted. The cost to perform the background check is at the expense of the US District Court.
- 5. The contractor must work with the other trades present during this project. During furniture demo and installation projects such as carpet replacement, electrical and voice data upgrades will also be scheduled.
- 6. Contractor must attend a mandatory job walk through on September 5, 2008 at 10am. Walk through will begin in room 1556 of the Dirksen Federal Courthouse located at 219 S. Dearborn Street, Chicago, IL 60604. During this meeting phasing, installation, and background check questions will be reviewed.
- 7. The contractor must submit shop drawings for the DIRTT furniture and have them approved by the US District Court prior to order placement.

The Federal Acquisition Regulations, as well as the US District Court Purchase Order Guidelines are included with this request. In addition, please find the attached wage determination statements from the Department of Labor. All vendors that work for the US District Court are required to follow the Wage Determination guidelines.

The deadline for submitting your Request For Quote (R.F.Q.) is September 12, 2008 by 5:00 p.m. (Central Time). Quotations can be e-mailed, faxed or submitted in person to: U.S. District Court, Procurement Department c/o Tom Bruton, 219 South Dearborn Street, Room 1556 R.F.Q. 20<sup>th</sup> floor furniture, Chicago, IL 60604. The fax number is 312-554-8549 and the e-mail address is procurement\_ilnd@ilnd.uscourts.gov.

Any quote that is deemed incomplete will be considered technically unacceptable. All quotations must be completed on the attached form and answered completely. If the vendor submits the quote via fax or e-mail, it is the sole responsibility of the vendor to confirm receipt the District Court. For

additional information or for clarification concerning the R.F.Q. Tom Bruton at the e-mail address above.	please contact

Please type or print. This	form must be submitted with quo	tation.
Company Name:		
Contact Person:		
Address:		
Phone Number:	Fax:	
E-Mail:		
Tax Id Number:		
	•	-
Contact Person:		
Phone Number:		
E-Mail: How long have you	done business with this company?	
Reference #2 (Herman Mi Name:	ller)	-
Contact Person:		
Phone Number:		
E-Mail: How long have you	done business with this company?_	
Reference #1 (DIRTT) Name:		
Contact Person:		
Phone Number:		
E-Mail:	done business with this company?	

Reference #2 (DIRTT) Name:	
Contact Person:	
Phone Number:	
E-Mail:	
Names of DIRTT certified installers that will be assigned to this project:	
<ul> <li>Will you accept payment in arrears?: YesNo(Pleasure of the Department of Labor Wage this request: YesNo</li> <li>I have received a copy of the Department of Labor Wage this request: YesNo</li> <li>I have received a copy of the Federal Acquisition Regulation Order Guidelines with this request: YesNo</li> <li>I understand the installation phasing of this project and furwe will be held accountable to meet he schedule as proving No</li> </ul>	Determinations with ions and the Purchase rther understand that ded: Yes
specifically outlined on the narrative portion of the request and a walk scheduled for September 5, 2008 please quote for the follows:	is discussed at the job
Must include any and all fees:	
Total cost of all material for the Herman Miller Ethoscape furnitu	re \$
Total cost of all material for the DIRTT furniture	\$
Total cost of all material for the Magunson Group furniture	\$
Total cost of all material for the Workwrite furniture	\$
Total cost of all material for the First Office furniture	\$

Total cost of demo, installation, receiving and delivery as specifically defined in the

documents attached	\$
Please provide specific instructions on who to ado of the items above. Instructions must include the remit to address and GSA contract # for the furnity	e mailing address of the vendors, tin#

0.00	Subtotal:					
			4-3622LF2-LC2-B-39	Edge: 39 "Square"	File	First Office
				Pull: B "Era Black"	Pulse Series 36" Two High Lateral	
				LC2 "Light Cherry Laminate"		
			FT1112	Color:Indigo	Highback organizer	First Office
				Pattern:Origin	Pulse Series 66" Tackboard for	
			4-6643HD4-LC2-B-39	Edge: 39 "Square"	Pulse Series 66" Highback Organizer   Edge: 39 "Square"	First Office
				LC2 "Light Cherry Laminate"		
			4-6622FCRR-LC2-B-39	Pull: B "Era Black"	FF Pedestal at right	First Office
				LC2 "Light Cherry Laminate"	Pulse Series 66" Credenza with Full	
			4-2248BR-LC2-39	Edge: 39 "Square"	Pulse Series 48" Bridge	First Office
				LC2 "Light Cherry Laminate"		
			4-6630FLPD-LC2-B-39	Pull: B "Era Black"	Desk with pedestal at left	First Office
				LC2 "Light Cherry Laminate"	Pulse Series 66" Single Pedestal	
		2	NEO-310	Aluminum	for 8.5".x 1:1" documents	Group
					Neo Standing 1-sided literature rack	Magnuson
Extended	Qty. Unit Cost	Qty.	Product Code	Finish	Description	Manufacturer
					Freestanding Furniture	Freestandir

## Furniture Bid Form **US District Courts** Created: 8.29.08

Ethospace	Ethospace Information Desk Unit		and the second s			
Manufacturer	Description	Finish	Product Code	Qty.	Qty. Unit Cost	Extended
Herman Miller	Ergon Stool 3 High Adj Arms Mid- Bk/B	Base/Frame: Black Umber Fabric: Hopsack Color: Blue	EE721AK.N4.BU.BB.FB.BK.8D.09			
Herman Miller	Frame Pwr 4-Circ w/Com Pt Loc 46H 24W	Slate Grey	E1109.4624G.SG.SG			
Herman Miller	Frame Pwr 4-Circ w/Com Pt Loc 46H 36W	Slate Grey	E1109.4636G.SG.SG			
Herman Miller	Baseline Harness 4-circ w/side	Slate Grev	E1355,30E,SG			
Herman Miller	Baseline Harness 4-circ w/side	Slate Grev	E1355.42E.SG	2		
Herman Miller	Baseline Harness 4-circ w/side covers Pwr 48W	Slate Grey	E1355.48E.SG	_		
Herman Miller	Conn 2-way 90 Vinyl Pwr 46H	Slate Grey	E1220.46SRE.SG.SG.SG	2		
Herman Miller	Conn 2-way 120 Deg Vinyl Pwr 46H	Slate Grey	E1227.46SRE.SG.SG.SG			
Herman Miller	Fin End Std 46H	Slate Grey	E1250.46S.SG	2		
Herman Miller	Tile Face Fabric 08H 24W	Flannel "Blue Medium" Number: 64-03	E1420.0824F.6403			
Herman Miller	Tile Face Fabric 08H 36W	Flannel Color: "Blue Medium" Number: 64-03	E1420.0836F.6403			
Herman Miller	Work Surf Sq-Edge Rect w/Trough Lam 24D 66W	Color: J4 "Frosted Light Grey" Edge: N3 "Cool Grey"	E2210.2466L.J4.SG.SM			
Herman Miller	Work Surf Sq Edge 120-Deg Cnr 90 Deg Ends w/trough	Color: J4 "Frosted Light Grey" Edge: N3 "Cool Grey"	E2241.2442L.J4.SG			
Herman Miller	Ped Susp Std Pull Stnry BF	Smooth Steel Color: Slate Grey	S16.1522.BF.SS.SG.KA.B3.C	N		
Herman Miller	Veneer Tile 8H 24W	V3 "Cherry"	ZEGFW.08.24.V3			
Herman Miller	Veneer Tile 8H 30W	V3 "Сhепу"	ZEGFW.08.30.V3			

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	Work Write	Herman Miller	Herman Miller	Herman Miller	Herman Miller	Manufacturer				
	Banana Board Keyboard Tray	Veneer Tile 16H 48W	Veneer Tile 16H 42W	Veneer Tile 16H 36W	Veneer Tile 16H 30W	Veneer Tile 16H 24W	Veneer Tile 8H 48W	Veneer Tile 8H 42W	Veneer Tile 8H 36W	Description
	Black	V3 "Cherry"	V3 "Cherry"	V3 "Cherry"	V3 "Cherry"	Finish				
	2128-22J	ZEGFW.16.48.V3	ZEGFW.16.42.V3	ZEGFW.16.36.V3	ZEGFW.16.30.V3	ZEGFW.16.24.V3	ZEGFW.08.48.V3	ZEGFW.08.42.V3	ZEGFW.08.36.V3	Product Code
**********		2	4	2	2	2	<u> </u>	2		Qty. U
Subtotal:										Qty. Unit Cost
0.00										Extended

0.00	Subtotal:					
		7	SAWALL-B	Black	Wall mounted Mounting Bracket	Work Write
		7	SA1000-WM-B	Black	Wall mounted Single Arm Swing Monitor Arm	Work Write
		7	2128-22J	Black	Banana Board Keyboard Tray	Work Write
		15	E3110.40N	N/A	Wall Strips	Herman Miller
		1	E1210.38.SG	Slate Grey	Wall Start 30W	Herman Miller
Extended	Qty. Unit Cost	Qty.	Product Code	Finish	Description	Manufacturer
					Public Hoteling Stations	Public Hote

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NOTE:		DIRTT			DIRTT	DIRTT Walls
APPROVED AS IS BY THE US DISTRICT COURTS. GSA PRICING IS FIXED AT NUMBERS LISTED ABOVE.	Total: 6380.00	Freight for above product from Calgary to Chicago. Delivery to occur during normal business hours; No Saturday delivery. Pricing good for 30 days, expires.	Total: 68,690.94	doors.	180 Linear Feet of Unitized Walls at 8'-11" Ceiling Height. Monogamy Segment with Fox Cherry Veneer Fanels, Custom Nation Needed Class to run vertically, Universe Fabric, and Chroma coat panels in colors Slate and Moody Blue. Walls have anodized details, and includes (6)	

				•	-	
Manufacturer Des	Description	Finish	Product Code	Qty. Unit Cost	it Cost	Extended
	Winyl Rect WS Lam Top	Color: J4 "Frosted Light Grey" Edge: N3 "Cool Grey"	ZERLA.24.78.9A.J4.N3.SG.NA	4		
	lge Vinyl Rect WS Lam Top	Color: J4 "Frosted Light Grey" Edge: N3 "Cool Grey"	ZERLA.30.72.9A.J4.N3.SG.NA	3		
	Flip Dr Unit E-Style Fabric 36W	Case: SG "Slate Grey" Fabric: Flannel "Blue Medium" 6403	E3110.36F.KA.SG.SM.6403	9		
Herman Miller Sup	Support Worksurface 24D	SG "Slate Grey"	E2392.24.SG.SM	4		
Herman Miller Sur	Support Worksurface 30D	SG "Slate Grey"	E2392.30.SG.SM	<u>ω</u>		
Herman Miller Lat	Lateral File Std Pull 2-high 42W 20D	Smooth Steel SG "Slate Grey"	26-4220-2- SS.SG.T1.N.9R.KA.N.9R.CB.B3	4		
Herman Miller Peo		Smooth Steel SG "Slate Grey"	F16-1528- BBF.SS.SG.T1.KA.B3.CB.DC	4		
Stg C Herman Miller 26.25	ase Std Pull 36W 20D Case Hgt	Smooth Steel SG "Slate Grey"	46-3620-29.SS.SG.NS2.KA.T1.B3	_		
Herman Miller Lat	Lateral File Std Pull 2-high 42W 20D	Smooth Steel SG "Slate Grey"	26-4220- 2.SS.SG.T1.N.9R.KA.N.R.NO.B3	2		
Stg C Herman Miller 26.25	ase Std Pull 42W 20D Case Hgt	Smooth Steel SG "Slate Grey"	46-4220-29.SS.SG.NS2.KA.T1.B3	2		
Herman Miller Flip	Flip Dr Unit E-Style Fabric 42W	Case: SG "Slate Grey" Fabric: Flannel "Blue Medium" 6403	E3110.42F.KD.SG.SM.6403	2		
Herman Miller Tas	Task Light Utility for Etho 42W	N/A	G6136.42S	2		
Herman Miller Tas	Task Light Utility for Etho 30W	N/A	G6136.30S	9		
Herman Miller Sq	Sq Edge Vinyl Rect WS Lam Top	Color: J4 "Frosted Light Grey" Edge: N3 "Cool Grey"	ZERLA.3066.9A.J4.N3.SG.SM			
Herman Miller Sq		Color: J4 "Frosted Light Grey" Edge: N3 "Cool Grey" .	ZERLA.3060.9A.J4.N3.SG.SM	<u> </u>		
Herman Miller Sq	Sq Edge Vinyl Rect WS Lam Top	Color: J4 "Frosted Light Grey" Edge: N3 "Cool Grey"	ZERLA.3084.9A.J4.N3.SG.SM	2		

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0.00	Subtotal:					
		4	2128-22J	Black	Banana Board Keyboard Tray	Work Write
		ڻ.	232092-229	Black	Lock Plug and Key	Herman Miller
		ن ن	232092-228	Black	Lock Plug and Key	Herman Miller
		5	232092-227	Black	Lock Plug and Key	Herman Miller
		5	232092-226	Black	Lock Plug and Key	Herman Miller
Extended	Qty. Unit Cost Extended	Qty.	Product Code	Finish	Description	Manufacturer

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Manufacturer	Description	Finish	Product Code (	Oty. U	Qty. Unit Cost	Extended
Herman Miller	Veneer Tile 16H 30W	V3 "Cherry"	ZEGFW.1630.V3	16		
Herman Miller	Veneer Tile 8H 42W	V3 "Cherry"	ZEGFW.0842.V3	<u>51</u>		
Herman Miller	Veneer Tile 16H 48W	V3 "Cherry"	ZEGFW.1648.V3			
Herman Miller	Veneer Tile 8H 30W	V3 "Cherry"	ZEGFW.0830.V3	51		
Herman Miller	Veneer Tile 16H 42W	V3 "Cherry"	ZEGFW.1642.V3	16		
Herman Miller	Veneer Tile 16H 36W	V3 "Cherry"	ZEGFW.1636.V3	4		
Herman Miller	Veneer Tile 8H 48W	V3 "Cherry"	ZEGFW.0848.V3			
Herman Miller	Fin End Std 70H	SG "Slate Grey"	E1250.70S.SG			
Herman Miller	Chg of Ht Fin End Std 8H	SG "Slate Grey"	E1251.08S.SG			
Herman Miller	Chg of Ht Fin End Std 16H	SG "Slate Grey"	E1251.16S.SG	2		
Herman Miller	Tile Face Fabric 08H 24W	Flannel Color: "Blue Medium" Number: 64-03	E1420.0824F.6403	4		
Herman Miller	Tile Face Painted 08H 24W	SG "Slate Grey"	E1420.0824P.SG	4		
Herman Miller	Tile Face Painted 08H 30W	SG "Slate Grey"	E1420.0830P.SG	6		
Herman Miller	Tile Face Painted 08H 42W	SG "Slate Grey"	E1420.0842P.SG	9		
Herman Miller	Frame Pwr 4 Circ w/com Pt Loc 62H 42W	SG "Slate Grey"	E1109.6242G.SG.SG	<u> </u>		
Herman Miller	Conn 2-way 120 Deg Vinyl Pwr 62H	SG "Slate Grey"	E1227.62SRE.SG.SG.SG			

## Furniture Bid Form **US District Courts** Created: 8.29.08

Herman Miller	Herman Miller	Herman Miller	Herman Miller		Herman Miller	Herman Miller	Herman Miller	Herman Miller	Herman Miller	Herman Miller	Herman Miller	Herman Miller	Herman Miller	Herman Miller		Herman Miller	Manufacturer
Harness Baseline 4-Circ No side covers Pwr 30W	Power Entry Ext. Dir Con 4-Circ 6 Ft L N/A	Conn 3-way 90 Vinyl Pwr 46H	Wall Start 30H	Draw Rod 30H	Frame Pwr 4-Circ w/ Com Pt Lc 30H 48W	Fin End Std 46H	Draw Rod 46H	Draw Rod 62H	Draw Rod 70H	Conn 2-way 90 Vinyl Pwr 46H	Conn 2-way 90 Vinyl Pwr 70H	Conn 3-way 90 Vinyl Pwr 46H	Work Surf Sq Edge 120 Deg Cnr 90 Deg Ends w/Trough	Work Surf Sq Edge Rect w/Trough Lam 30D 42W	Work Surf Sq Edge Rect w/Trough Lam 24D:66W	Conn 3-way 120 Deg Pwr 46H	Description
N/A	N/A	SG "Slate Grey"	SG "Slate Grey"	N/A	SG "Slate Grey"	SG "Slate Grey"	N/A	N/A	N/A	SG "Slate Grey"	SG "Slate Grey"	SG "Slate Grey"	Color: J4 "Frosted Light Grey" Edge: N3 "Cool Grey"	Color: J4 "Frosted Light Grey" Edge: N3 "Cool Grey"	Color: J4 "Frosted Light Grey" Edge: N3 "Cool Grey"	SG "Slate Grey"	Finish
E1354.30E	E1322.06E.SG	E1230.46SE.SG.SG.SG	E1210.30.SG	E1120.30	E1109.3048G.SG.SG	E1250.46S.SG	E1120.46	E1120.62	E1120.70	E1220.46SRE.SG.SG.SG	E1220.70SRE.SG.SG.SG	E1230.46SE.SG.SG.SG	E2241.2442L.J4.SG	E2210.3042L.J4.SG.SM	E2210.2466L.J4.SG.SM	E1237.46E.SG	Product Code
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																	ost Extended

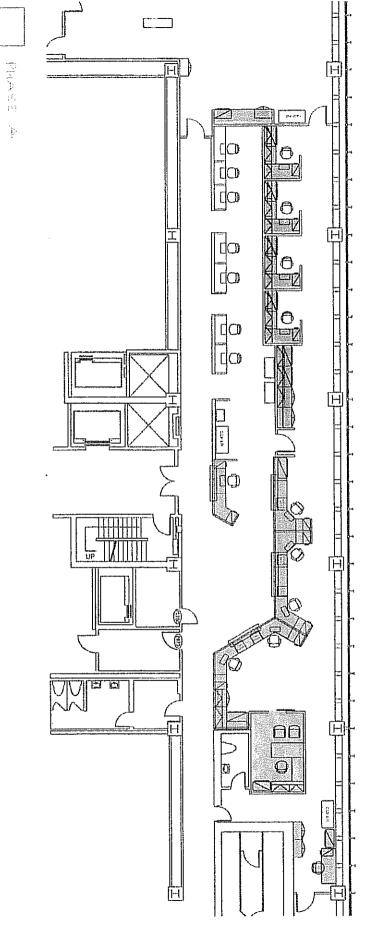
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0.00	otal:	Subtotal:				
		5	2128-22J	Black	Banana Board Keyboard Tray	Work Write
			46-3620-29.SS.SG.NS2.KA.T1.B3	Smooth Steel SG "Slate Grey"	Stg Case Std Pull 36W 20D Case Hgt 26.25	Herman Miller
		2	26-4220- 2.SS.SG.T1.N.9R.KA.N.9R.CB.B3	Smooth Steel SG "Slate Grey"	Lateral File Std Pull 2-high 42W 20D Smooth Steel SG "Slate Grey"	Herman Miller
		2	E1109.4624N	SG "Slate Grey"	Frame Npwr No Access 46H 24W	Herman Miller
			E1354.48E	N/A	Harness Baseline 4-Circ No side Covers Pwr 48W	Herman Miller
			E1354.42E	N/A	Harness Baseline 4-Circ No side covers Pwr 42W	Herman Miller
Extended	Qty. Unit Cost Extended	Qty.	Product Code	Finish	Description	Manufacturer

Installation	nstallation (see attached plans for color coded phasing)
Phase A	Weekend One to begin Friday evening at 5:00 pm and be complete by end of day Sunday.
	Friday Evening: Disassemble all yellow areas marked on the existing plan in order to allow carpet laborers to lay new tiles overnight Friday night.  Saturday and Sinday: All DIRTT product to be delivered on Saturday morning. Install all ceiling track for DIRTT walls. Fully install frames
3-100-100	and cladding to DIRTT product that is marked in yellow, which includes the west wall, the structure for the workstations, and the security door. Install all Ethospace wall mounted hoteling stations as noted on the plan.
Phase B	Weekend Two to begin Friday evening at 5:00 pm and be complete by end of day Sunday.
	Friday Evening: Disassemble all pink areas marked on the existing floor plan in order to allow flooring contractor to install carpet tiles overnight.
Phase C	2 weekday evenings starting at 5:00 pm
	Install all Herman Miller components to create the four DIRTT workstations and two work areas.
Phase D	3 weekday evenings starting at 5:00 pm
	Install DIRTT private office and a "U" shaped desk with hutch. Also install existing work desk, and wardrobes in back work area as shown on plan.
Notes:	Installation must be complete in phases as noted above. All installers for this project must be badged and tingerprinted at US District Court Building prior to start of installation.

**Total Installation Cost:** 

## USDC-NEW FLOOR PLAN



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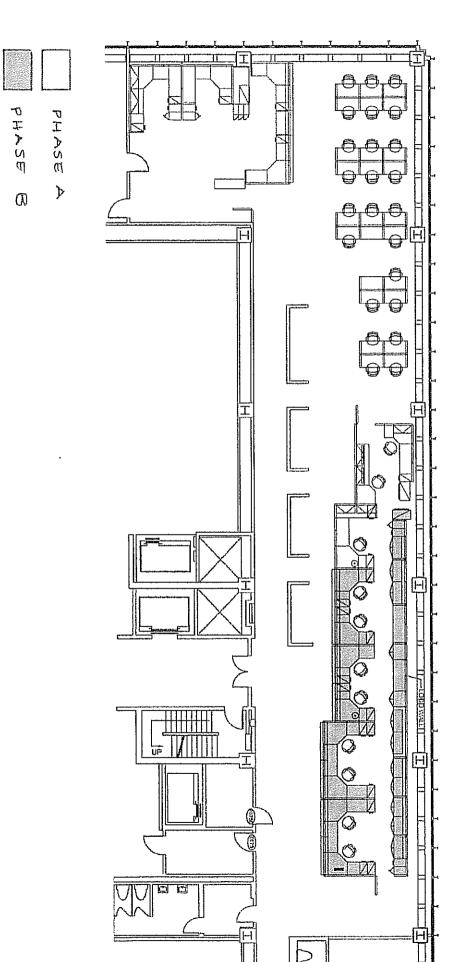
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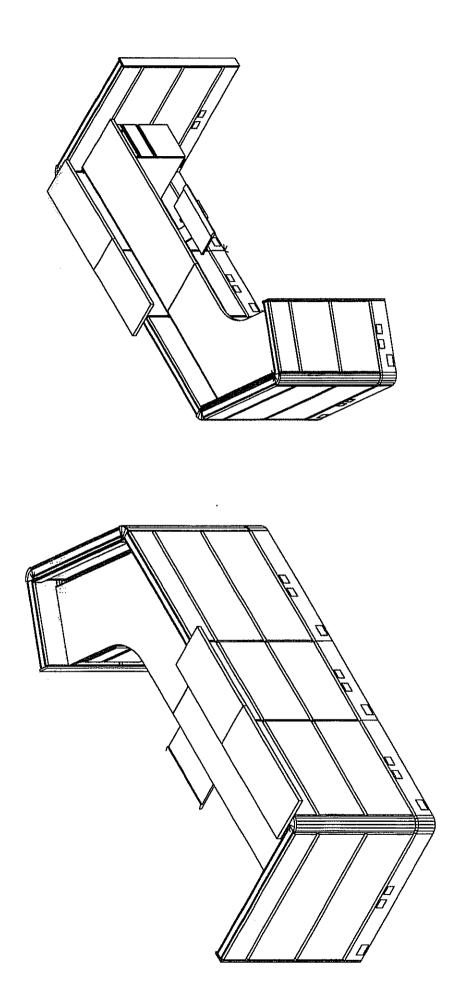
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# **USDC-EXISTING FLOOR PLAN**



Cashier Ethospace Station Detail



# **Furniture Listing for US District Courts**

Quantity	Description	Used in Reconfigure
	Filing	
-	Standard Pull BBF Pedestal (15" wide x 18" deep)	The state of the s
O	Standard Pull BBF Pedestal (15" wide x 23" deep)	Liver and the second se
9	Round Pull BBF Pedestal (15" wide x 20" deep)	A. The second se
	Round Pull FF Pedestal (15" wide x 20" deep)	
	Two drawer lateral 36" wide x 20" deep two drawer lateral	
	36" wide x 18" deep three drawer lateral	
	Three high Storage Cabinet (30" wide x 38.75" high)	
7	Three High Storage Cabinet (42" wide x 38.75" high)	- Control of the Cont
	Wardrobe Right with FF and side bookcase	
	Wardrobe Left with FF and side bookcase	
		70.7
	Flipper Door Units	
	48" wide with tasklight	
2	42" wide with tasklight	2
4	36" wide with tasklight	
	Accessories	
34	Diagonal Trays (9" wide)	
5	Diagonal Trays (3" wide)	
35	Letter Paper Trays (standard)	
		The state of the s
	30" high Panel Frames/Bases/Top Caps	
2	30" wide	2
2	42" wide	-
***************************************		
	38" high Panel Frames/Bases/Top Caps	
36	24" wide	10
3	36" wide	
13	42" wide	

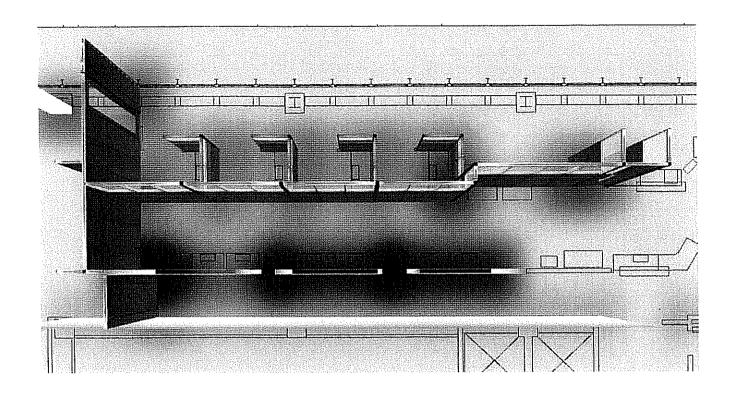
2 24" wide 9 30" wide 11 42" wide 3 48" wide 3 10 24" wide 8 30" wide 6 36" wide 12 42" wide 12 42" wide 2 48" wide 2 18" wide 5 24" wide 6 30" wide 6 30" wide 6 30" wide 7 36" wide 6 30" wide 6 30" wide 6 10" Lear Glass Tiles 6 16" Clear Glass Tiles 8 16" Rail Tiles 8 "Rail Tiles
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As" high Danel Frames/Rases/Ton Ca

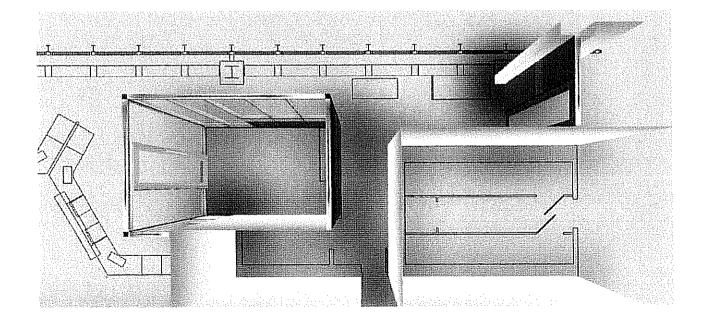
	3	3	ယ	<b>C</b> II	6	10		5	12	19	_	ш	11	33	40	93		2	2	22	25	7	33		8	8	6		3	20	12	10
	8" Veneer Tiles	8" Fabric Tiles	16" Rail Tiles	16" Blue Medium Tiles	16" Veneer Tiles	16" Painted Tiles	48" wide tiles	8" Rail Tile	8" Veneer Tiles	8" Fabric Tiles	16" Dot Glass Tiles	16" Clear Glass Tiles	16" Rail Tiles	16" Blue Medium Tiles	16" Veneer Tiles	16" Painted Tiles	42" wide tiles	16" Dot Glass Tiles	16" Clear Glass Tiles	16" Veneer Tiles	16" Blue Medium Tiles	16" Rail Tiles	16" Painted Tiles	36" wide tiles	8" Veneer Tiles	8" Blue Medium Tiles	8" Rail Tiles	16" Dot Glass Tiles	16" Clear Glass Tiles	16" Veneer Tiles	16" Blue Medium Tiles	16" Rail Tiles
***************************************		2	TAXABLE STATE OF THE STATE OF T		A STATE OF THE STA	3	The state of the s		- CANADA TANADA	2	AMAZON I	and the state of t	And the state of t		Personal Property and Control of the	25		in the state of th		- AVAINA	2		4			ω		to the district of the second	- And Advisor -	and the state of t	G	S.

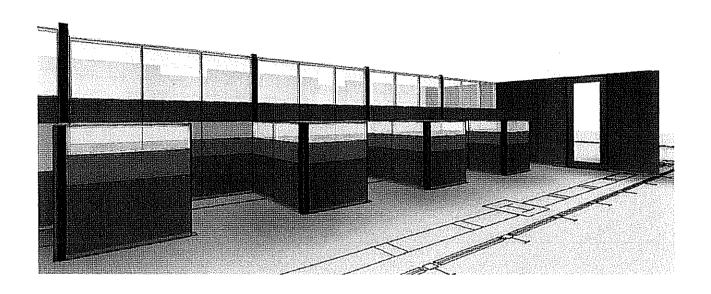
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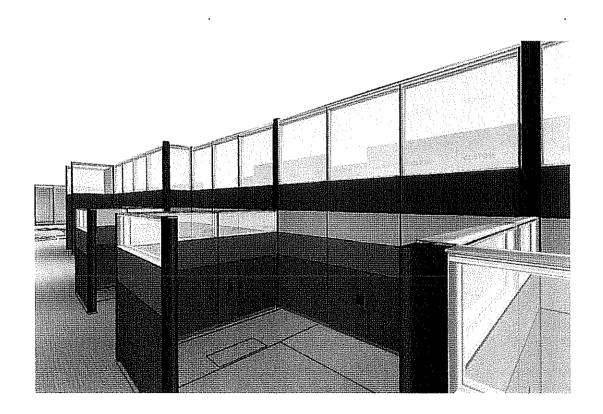
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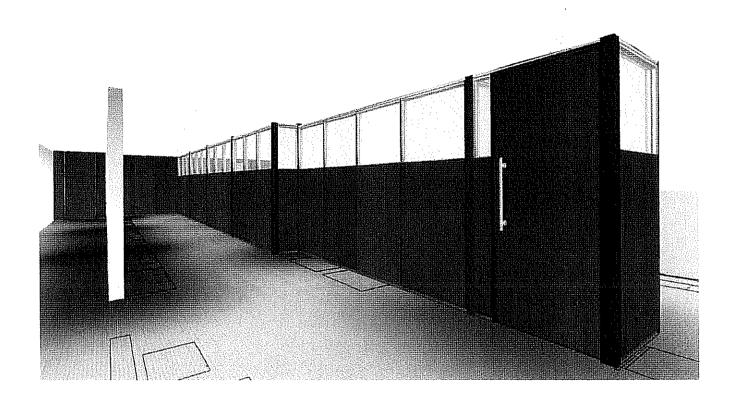
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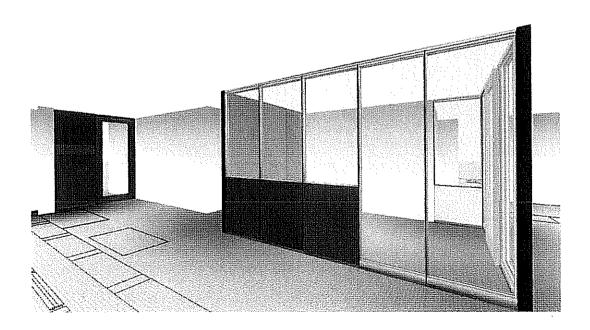


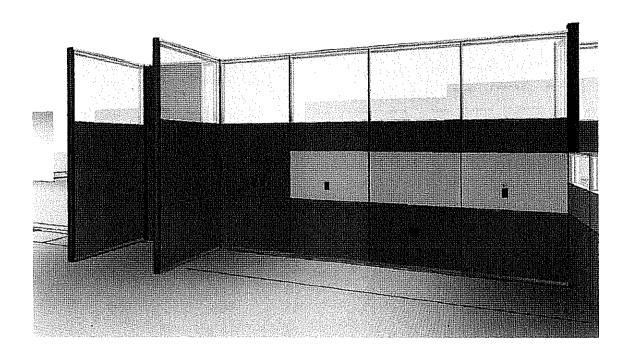


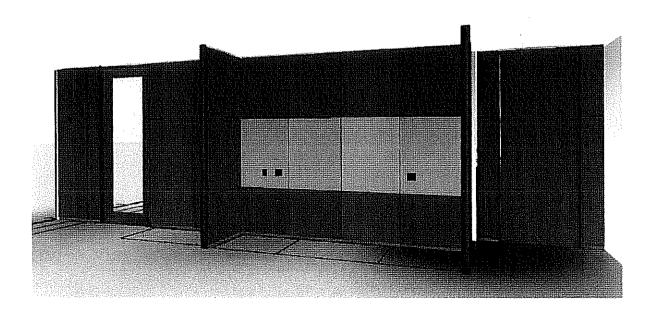












WD 05-2167 (Rev.-6) was first posted on www.wdol.gov on 06/03/2008

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of Director Wage Determinations

Wage Determination No.: 2005-2167

Revision No.: 6

Date Of Revision: 05/29/2008

State: Illinois

Area: Illinois Counties of Cook, De Kalb, Du Page, Kane, Lake, Lee, McHenry

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

	Automotive Service Occupations	24 52
	- Automobile Body Repairer, Fiberglass	21.53 21.96
	- Automotive Electrician	20.95
	- Automotive Glass Installer - Automotive Worker	20.95
		18.95
	- Mobile Equipment Servicer - Motor Equipment Metal Mechanic	25.26
	- Motor Equipment Metal Worker	20.95
	- Motor Vehicle Mechanic	25.26
	- Motor Vehicle Mechanic Helper	17.93
	- Motor Vehicle Upholstery Worker	19.96
	- Motor Vehicle Wrecker	20.95
	- Painter, Automotive	21.96
	- Radiator Repair Specialist	20.95
	- Tire Repairer	15. <del>9</del> 2
	- Transmission Repair Specialist	25.26
	Food Preparation And Service Occupations	
07010	- Baker	13.06
07041	- Cook I	12.99
07042	- Cook II	14.36
07070	- Dishwasher	10.18
07130	- Food Service Worker	10.18
07210	- Meat Cutter	13.06
	- Waiter/Waitress	9.96
	Furniture Maintenance And Repair Occupations	
	- Electrostatic Spray Painter	19.10
	- Furniture Handler	13.83
	- Furniture Refinisher	19.10
	- Furniture Refinisher Helper	15.59
	- Furniture Repairer, Minor	17.36
	- Upholsterer	19.10
	General Services And Support Occupations	11.20
	- Cleaner, Vehicles	11.20
	- Elevator Operator	16.06
	- Gardener	11.44
	- Housekeeping Aide	12.47
	- Janitor - Laborer, Grounds Maintenance	12.47
	·	10.97
	- Maid or Houseman - Pruner	11.64
	- Tractor Operator	15.06
	- Trail Maintenance Worker	12.86
	- Window Cleaner	13.64
	Health Occupations	
	- Ambulance Driver	16.22
	- Breath Alcohol Technician	18.40
	- Certified Occupational Therapist Assistant	19.46
	- Certified Physical Therapist Assistant	21.66
	- Dental Assistant	14.51
	- Dental Hygienist	31.36
	- EKG Technician	24.49
	- Electroneurodiagnostic Technologist	24.49
	- Emergency Medical Technician	16.22
	- Licensed Practical Nurse I	16.40
	- Licensed Practical Nurse II	18.40
	- Licensed Practical Nurse III	20.59
	- Medical Assistant	14.39
	- Medical Laboratory Technician	18.10
	- Medical Record Clerk	16.98
12190	- Medical Record Technician	17.38

12195 - Medical Transcriptionist	16.22
12210 - Nuclear Medicine Technologist	31.86
12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.80
12223 - Nursing Assistant III	12.52
12224 - Nursing Assistant IV	14.08
12235 - Optical Dispenser	15.39 14.58
12236 - Optical Technician	15.39
12250 - Pharmacy Technician	14.08
12280 - Phlebotomist	28.44
12305 - Radiologic Technologist	27.02
12311 - Registered Nurse I	30.22
12312 - Registered Nurse II 12313 - Registered Nurse II, Specialist	30.22
	37.59
12314 - Registered Nurse III	37.59
12315 - Registered Nurse III, Anesthetist	45.03
12316 - Registered Nurse IV 12317 - Scheduler (Drug and Alcohol Testing)	21.39
13000 - Information And Arts Occupations	22.05
13000 - Information And Arts Occupations 13011 - Exhibits Specialist I	19.93
13011 - Exhibits Specialist II	24.69
13012 - Exhibits Specialist II 13013 - Exhibits Specialist III	30.20
13013 - Exhibits specialist III 13041 - Illustrator I	20.32
13041 - IIIustrator II	26.09
13042 - Illustrator III	30.80
13043 - IIIustrator III 13047 - Librarian	28.99
13050 - Library Aide/Clerk	13.72
13050 - Bibrary Arde/Clerk 13054 - Library Information Technology Systems Administrator	23.93
13058 - Library Technician	15.80
13058 - Library rechnician 13061 - Media Specialist I	17.49
13061 - Media Specialist II	19.55
13062 - Media Specialist III	21.81
13071 - Photographer I	17.74
13072 - Photographer II	20.05
13073 - Photographer III	24.68
13074 - Photographer IV	30.20
13075 - Photographer V	35.43
13110 - Video Teleconference Technician	14.78
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.52
14042 - Computer Operator II	17.91
14043 - Computer Operator III	19.92
14044 - Computer Operator IV	22.77
14045 - Computer Operator V	25.56
14071 - Computer Programmer I (1)	22.61
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	16.52
14160 - Personal Computer Support Technician	24.29
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.94
15020 - Aircrew Training Devices Instructor (Rated)	34.56
15030 - Air Crew Training Devices Instructor (Pilot)	38.79
15050 - Computer Based Training Specialist / Instructor	29.94
15060 - Educational Technologist	28.92
15070 - Flight Instructor (Pilot)	38.79

15080 - Graphic Artist	23.15
15090 - Technical Instructor	27.45
15095 - Technical Instructor/Course Developer	26.69 17.84
15110 - Test Proctor	17.62
15120 - Tutor	17.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	8.85
16010 - Assembler	8.85
16030 - Counter Attendant	11.44
16040 - Dry Cleaner 16070 - Finisher, Flatwork, Machine	8.85
16070 - Finisher, Flatwork, Machine 16090 - Presser, Hand	8.85
16110 - Presser, Machine, Drycleaning	8.85
16110 - Presser, Machine, Drycleaning 16130 - Presser, Machine, Shirts	8.85
16160 - Presser, Machine, Wearing Apparel, Laundry	8.85
16190 - Sewing Machine Operator	12.26
16220 - Tailor	13.13
16250 - Washer, Machine	9.73
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.27
19040 - Tool And Die Maker	27.21
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.74
21030 - Material Coordinator	20.48
21040 - Material Expediter	20.48
21050 - Material Handling Laborer	17.26
21071 - Order Filler	12.68
21080 - Production Line Worker (Food Processing)	15.74
21110 - Shipping Packer	15.87
21130 - Shipping/Receiving Clerk	15.87
21140 - Store Worker I	13.06
21150 - Stock Clerk	17.12
21210 - Tools And Parts Attendant	16.25
21410 - Warehouse Specialist	16.10
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.96
23021 - Aircraft Mechanic I	28.38
23022 - Aircraft Mechanic II	29.96
23023 - Aircraft Mechanic III	31.40
23040 - Aircraft Mechanic Helper	20.38
23050 - Aircraft, Painter	24.99
23060 - Aircraft Servicer	23.85
23080 - Aircraft Worker	25.02
23110 - Appliance Mechanic	20.45 15.92
23120 - Bicycle Repairer	24.89
23125 - Cable Splicer	31.06
23130 - Carpenter, Maintenance	26.36
23140 - Carpet Layer	32.37
23160 - Electrician, Maintenance	24.16
23181 - Electronics Technician Maintenance I	25.24
23182 - Electronics Technician Maintenance II 23183 - Electronics Technician Maintenance III	26.85
23183 - Electronics Technician Maintenance III  23260 - Fabric Worker	19.10
	27.57
23290 - Fire Alarm System Mechanic 23310 - Fire Extinguisher Repairer	19.20
23310 - Fire Extinguisher Repairer 23311 - Fuel Distribution System Mechanic	24.30
23311 - Fuel Distribution System Mechanic 23312 - Fuel Distribution System Operator	21.58
23312 - Fuel Distribution System Operator 23370 - General Maintenance Worker	20.93
23370 - General Maintenance Worker 23380 - Ground Support Equipment Mechanic	28.38
23380 - Ground Support Equipment Servicer	23.85
23382 - Ground Support Equipment Worker	25.20
2000 Grown gapting adapting	

23391	- Gunsmith I	19.20
23392	- Gunsmith II	21.66
	- Gunsmith III	24.09
	- Heating, Ventilation And Air-Conditioning Mechanic	23.82
23411	- Heating, Ventilation And Air Contditioning Mechanic	(Research Facility)
24.77		
	- Heavy Equipment Mechanic	24.65
	- Heavy Equipment Operator	32.56
23460	- Instrument Mechanic	23.23
23465	- Laboratory/Shelter Mechanic	22.86
23470	- Laborer	13.12
23510	- Locksmith	19.10
23530	- Machinery Maintenance Mechanic	23.40
23550	- Machinist, Maintenance	26.15
23580	- Maintenance Trades Helper	15.37
23591	- Metrology Technician I	23.23
23592	- Metrology Technician II	24.36
23593	- Metrology Technician III	26.33
23640	- Millwright	29.44
23710	- Office Appliance Repairer	22.07
23760	- Painter, Maintenance	23.55
23790	- Pipefitter, Maintenance	26.19
23810	- Plumber, Maintenance	24.32
	- Pneudraulic Systems Mechanic	24.09
23850	- Rigger	24.02
	- Scale Mechanic	21.66
23890	- Sheet-Metal Worker, Maintenance	27.63
	- Small Engine Mechanic	18.22
	- Telecommunications Mechanic I	26.63
23932	- Telecommunications Mechanic II	.27.96
23950	- Telephone Lineman	27.68
	- Welder, Combination, Maintenance	19.97
	- Well Driller	23.49
23970	- Woodcraft Worker	24.09
23980	- Woodworker	16.38
24000 -	Personal Needs Occupations	
24570	- Child Care Attendant	10.83
24580	- Child Care Center Clerk	14.23
24610	- Chore Aide	8.94
24620	- Family Readiness And Support Services Coordinator	14.63
	- Homemaker	15.98
	Plant And System Operations Occupations	
	- Boiler Tender	30.42
25040	- Sewage Plant Operator	24.63
25070	- Stationary Engineer	30.42
	- Ventilation Equipment Tender	20.93
	- Water Treatment Plant Operator	24.63
	Protective Service Occupations	
	- Alarm Monitor	19.38
27007	- Baggage Inspector	11.00
	- Corrections Officer	28.69
	- Court Security Officer	28.69
	- Detection Dog Handler	16.66
	- Detention Officer	28.69
	- Firefighter	27.04
	- Guard I	11.00
	- Guard II	16.66
	- Police Officer I	30.33
	- Police Officer II	33.11
	Recreation Occupations	
	•	

28041 - Carnival Equipment Operator		3.07
28042 - Carnival Equipment Repairer		3.99
28043 - Carnival Equpment Worker		9.42
28210 - Gate Attendant/Gate Tender		3.85
28310 - Lifeguard	·	1.91
28350 - Park Attendant (Aide)	1	5.50
28510 - Recreation Aide/Health Facility Attendant		8.94
28515 - Recreation Specialist	1	4.44
28630 - Sports Official	1	L2.34
28690 - Swimming Pool Operator	1	18.21
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	2	24.62
29020 - Hatch Tender	2	24.62
29030 - Line Handler	2	23.30
29030 - Hille Handler 29041 - Stevedore I	2	23.21
<b></b>		25.89
29042 - Stevedore II	_	
30000 - Technical Occupations	7	36.95
30010 - Air Traffic Control Specialist, Center (HFO) (2)		25.48
30011 - Air Traffic Control Specialist, Station (HFO) (2)		28.06
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)		28.06 17.02
30021 - Archeological Technician I		18.97
30022 - Archeological Technician II		
30023 - Archeological Technician III	_	25.81
30030 - Cartographic Technician		26.98
30040 - Civil Engineering Technician		23.94
30061 - Drafter/CAD Operator I		16.94
30062 - Drafter/CAD Operator II		18.97
30063 - Drafter/CAD Operator III		21.22
30064 - Drafter/CAD Operator IV		28.96
30081 - Engineering Technician I		15.79
30082 - Engineering Technician II		18.03
30083 - Engineering Technician III	:	21.75
30084 - Engineering Technician IV	;	26.95
30085 - Engineering Technician V		33.19
30086 - Engineering Technician VI		45.66
30090 - Environmental Technician		20.15
30210 - Laboratory Technician	;	21.22
30240 - Mathematical Technician		25.18
30361 - Paralegal/Legal Assistant I		19.23
30362 - Paralegal/Legal Assistant II		23.82
30363 - Paralegal/Legal Assistant III		29.15
30364 - Paralegal/Legal Assistant IV		35.29
30364 - Pararegar/Begar Assistant IV 30390 - Photo-Optics Technician		26.33
		24.33
30461 - Technical Writer I		29.68
30462 - Technical Writer II		35.76
30463 - Technical Writer III		23.48
30491 - Unexploded Ordnance (UXO) Technician I		28.41
30492 - Unexploded Ordnance (UXO) Technician II		34.06
30493 - Unexploded Ordnance (UXO) Technician III		23.48
30494 - Unexploded (UXO) Safety Escort		23.48
30495 - Unexploded (UXO) Sweep Personnel		21.22
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(2)	
30621 - Weather Observer, Senior (2)		23.48
31000 - Transportation/Mobile Equipment Operation Occupations		16 27
31020 - Bus Aide		16.05
31030 - Bus Driver		21.32
31043 - Driver Courier		19.14
31260 - Parking and Lot Attendant		12.59
31290 - Shuttle Bus Driver		21.43
31310 - Taxi Driver		15.18

31361	- Truckdriver, Light	21.43
31362	- Truckdriver, Medium	22.78
31363	- Truckdriver, Heavy	24.15
	- Truckdriver, Tractor-Trailer	24.15
	Miscellaneous Occupations	
	) - Cashier	9.94
99050	) - Desk Clerk	11.26
	5 - Embalmer	24.65
	- Laboratory Animal Caretaker I	14.03
	2 - Laboratory Animal Caretaker II	15.43
	) - Mortician	32.24
	) - Pest Controller	17.55
221	) - Photofinishing Worker	15.92
	7 - Recycling Laborer	20.54
	1 - Recycling Specialist	24.10
	) - Refuse Collector	18.84
		11.41
	) - Sales Clerk	12.13
	) - School Crossing Guard	23.29
	O - Survey Party Chief	14.62
	1 - Surveying Aide	20.05
	2 - Surveying Technician	14.63
	O - Vending Machine Attendant	
	1 - Vending Machine Repairer	16.79
99842	2 - Vending Machine Repairer Helper	14.63

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour

conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi) } When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

### PURCHASE ORDER TERMS AND CONDITIONS (APR 2001)

### INTEREST ON OVERDUE PAYMENTS

The Prompt Payment Act of 1982 is not applicable to the Federal Judiciary. Therefore, determinations of interest on overdue payments made in accordance with the provisions of this Act are not applicable to this purchase order.

### DISCLOSURE OF INFORMATION (AOUSC 1999)

- a. Information made available to the contractor by the Federal Judiciary for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. This clause expressly limits the Contractor's rights to use data as described in Rights in Data General, FAR 52.227-14(d)(1).
- b. If public information is provided to the Contractor for use in performance or administration of this contract, such information may not be used for any other purpose by the Contractor, except with the written permission of the Contracting Officer. If the Contractor is uncertain about the availability or proposed use of information provided for the performance or administration of this contract, the Contractor will consult with the COTR regarding use of that information for other purposes.
- The Contractor agrees to assume responsibility for protecting the confidentiality of Government records which are not public information. Such information may include, but is not limited to, all employee data, information relating to health records, physician and provider notes, bills, claims and other written and oral information of a personal nature, which is to be safeguarded to ensure that it is not improperly disclosed. Each offeror or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent not so authorized may subject the person(s) responsible to criminal sanctions imposed by 18 U.S.C. 641. That section provides, in pertinent part, that whoever without the authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine up to \$10,000, or imprisoned up to ten years, or both.

### DISPUTES CLAUSE (AOUSC 1999)

- A contract dispute means a written claim, demand or assertion by a contracting party for the payment of money in a sum certain, the adjustment or interpretation of contract terms or other specific relief arising under or relating to the contract. A dispute also includes a termination for convenience settlement proposal and any request for an equitable adjustment, which is denied. A voucher, invoice or other routine payment that is not disputed by the parties is not a "dispute" under this clause.
- b. A contract dispute must be filed within 12 months of its accrual and must be submitted in writing to the contracting officer. The dispute must contain a detailed statement of the legal and factual basis of the dispute and must be accompanied by any documents that support the claim. The claimant must seek specific relief, as provided in paragraph (a.) above. However, the time periods set forth here shall be superceded if the contract contains specific provisions for the processing of any claim which would otherwise be considered a "dispute" under this clause.
- c. Contracting officers are authorized to decide or settle all disputes under this clause. If the contracting officer requires additional information, the contracting officer shall promptly request the vendor to provide such information. The contracting officer will issue a written determination within 60 days of the receipt of all the requested information from the vendor. If the contracting officer is unable to render a determination within 60 days, the vendor shall be notified of the date on which a determination will be made. The determination of the contracting officer will be signed by the Office of General Counsel and shall be considered the final determination of the agency.
- d. The contractor shall proceed diligently with performance of this contract pending resolution of the dispute. The contractor shall comply with the final determination of the contracting officer, unless such determination is overturned by a court of competent jurisdiction. Failure to diligently continue contract performance during the pendency of the claim or failure to comply with the final determination of the Contracting Officer may result in termination of the contract for default or imposition of other available remedies.

### PUBLIC USE OF THE NAME OF THE FEDERAL JUDICIARY (AOUSC 2001)

The contractor shall not refer to the federal judiciary, or to any courts or other organizational entities existing thereunder (herein referred to as "the judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites or any other media used generally by the Vendor in its commercial marketing initiatives in such a way that it represents or implies that the Judiciary prefers or endorses the products or services offered by the Contractor. This provision shall not be construed as limiting the Contractor's ability to refer to the Judiciary as one of its customers.

### INSPECTION AND ACCEPTANCE (AOUSC 2001)

The Contracting Officer and the COTR may, at any time or place, inspect the services performed and the products, including any documents and reports. The COTR may reject any services or products that do not meet the highest requirements of the contract and the highest standards of the contract and the highest standards of professionalism. No payment will be due for any services or products rejected under this clause.

### DISCLOSURE OF CONTRACTOR INFORMATION TO PUBLIC (AOUSC 1994)

The Administrative Office of the United States Courts (AOUSC) reserves the right to disclose information provided by the Contractor in response to a request by a member of the general public. Upon receipt of a written request, the AOUSC shall disclose information which would constitute public records in an agency covered by the Freedom of Information Act, or which is disclosable under the Federal Acquisition Regulations. In the event the requested information consists of or includes commercial or financial information, including unit prices, the Contractor shall be notified of the request and provided with an opportunity to comment. The Contractor will thereafter be notified as to whether the information requested will be released. The Contractor understands and agrees that unit and/or aggregate prices in the contract, including evaluation options, may be subject to disclosure without consent.

### CLAUSES INCORPORATED BY REFERENCE.

This purchase order incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. These clauses can also be found at <a href="http://www.arnet.gov/far/">http://www.arnet.gov/far/</a>.

Applicable to purchase orders for supplies or services:

FAR 52.232-1 PAYMENTS (APR 1984)

FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

FAR 52.249-8 DEFAULT (Fixed Price Supply and Services) (APR 1984)

Applicable to purchase orders for supplies:

FAR 52.249-1 TERMINATION FOR CONVENIENCE OF GOVERNMENT (Fixed Price) (Short Form) (APR 1984)

Applicable to purchase orders for services:

FAR 52.249-4 TERMINATION FOR CONVENIENCE OF GOVERNMENT (Services) (Short Form) (APR 1984)

The following optional clauses are applicable if the box is checked:

- [] FAR 52.227-14 RIGHTS IN DATA-GENERAL (JUNE 1987)
- [] FAR 52.227-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

### PURCHASE ORDER TERMS AND CONDITIONS -ADDITIONAL INSTRUCTIONS-

Issuing Office:

UNITED STATES DISTRICT COURT PROCUREMENT OFFICE, ROOM 1556 219 SOUTH DEARBORN STREET CHICAGO, ILLINOIS 60604

Phone number: (312) 435-5553

Email address: PROCUREMENT ILND@ilnd.uscourts.gov

Federal Tax Identification Number (for tax exempt status): 36-6637616

Ship To Address:

UNITED STATES DISTRICT COURT PROCUREMENT OFFICE, ROOM 1558 219 SOUTH DEARBORN STREET CHICAGO, ILLINOIS 60604

- INSIDE DELIVERY REQUIRED- Delivery hours are between 8:00 a.m. and 4:00 p.m. Monday through Friday, excluding Government Holidays. Special delivery times must be approved in writing by the Procurement Department.

The delivery dock entrance is located on the north side of Jackson Street, just east of Dearborn Street. **Delivery truck dimensions are 12' high and 35' overall length, NO EXCEPTIONS.** Freight elevator dimensions are: 4' 8" wide, 7' 5" long, and 8' high (very limited height extension to 12' at rear of elevator).

Delivery personnel must have valid state identification (i.e. driver's license or state I.D.) in order to enter the courthouse. All deliveries and delivery personnel are subject to security inspection by the United States Marshal Service.

Invoice Address:

UNITED STATES DISTRICT COURT PROCUREMENT OFFICE, ROOM 1556 219 SOUTH DEARBORN STREET CHICAGO, ILLINOIS 60604

Phone number: (312) 435-5553

Fax and email copies of invoices are not accepted.